

IMPORTANT

The following sample cooperative agreement template is for informational purposes only. Provisions contained in this sample agreement are subject to change and some provisions may not apply to all awards.

Sample

Cooperative Agreement No. XX

NOTICE OF AWARD
COOPERATIVE AGREEMENT

AGREEMENT NUMBER: XX

AGREEMENT PERIOD: XX THROUGH XX

AMOUNT OF FEDERAL FUNDING: \$XX

APPROPRIATION NUMBER: 25 01651314AD 2013 0165000313 MILAB0 M0000
MILB00 MILIFH M9K111 410043 M9K112

RECIPIENT'S NAME AND ADDRESS

XXName of Grantee
XXAddress

ISSUING OFFICE

U.S. Department of Labor
Procurement Services Center
200 Constitution Ave., N.W.
Room S-4307
Washington, D.C. 20210

The purpose of this Cooperative Agreement is to support a reduction in child labor by increasing children's access to quality education and training opportunities, promoting sustainable livelihoods for their households, and increasing beneficiaries' access to national social protection programs that help households overcome dependence on the labor of children to meet basic needs in XX Industry in XXCOUNTRY.

This Cooperative Agreement is funded by the U.S. Department of Labor (USDOL), Bureau of International Labor Affairs, hereinafter referred to as "Grantor," in support of XXPROJECT implemented by XXGRANTEE, hereinafter referred to as "Grantee".

This Cooperative Agreement, comprised of the Special Provisions and the General Provisions, incorporates the following additional documents:

1. FY2013 Management Procedures and Guidelines (MPG) for USDOL Office of Child Labor, Forced Labor, and Human Trafficking Cooperative Grant Agreements, (incorporated by reference);
2. The Grantee's Application for Federal Assistance SF 424 and approved budget form 424A, dated XXMonth Day, 2013 as amended XXMonth Day, 2013 (incorporated by reference);
3. The Grantee's proposal in response to SCA 13-XX; and
4. Solicitation for Cooperative Agreement Applications (SCA 13-XX) dated XXMonth, Day, 2013.

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APPROVED FOR THE GRANTEE:

BY _____
XXNAME
XXTITLE

DATE _____

APPROVED FOR THE GRANTOR:

BY _____
BRENDA WHITE
GRANT OFFICER
Office of Procurement Services

DATE _____

Sample

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In their joint interest to prevent and eliminate child labor in XXCOUNTRY, the Grantor and Grantee have agreed as follows:

SPECIAL PROVISIONS GRANTS AND COOPERATIVE AGREEMENTS

The Grantor is authorized to fund and administer this international project under the Consolidated and Further Continuing Appropriations Act, 2013, P.L. 113-6 (2013) and the Department of Labor Appropriations Act, 2012, P.L. 112-74 (2011).

I. STATEMENT OF WORK

Cooperative Agreement Scope of Work: XXPROJECT in XXCOUNTRY

The overall purpose of this USDOL Cooperative Agreement is to support a reduction in child labor in XX Industry in XXCOUNTRY by increasing children's access to quality education and training opportunities, promoting sustainable livelihoods for their households, and increasing beneficiaries' access to national social protection programs that help households overcome dependence on the labor of children to meet basic needs. Accordingly, the Grantee must implement a project in XXCOUNTRY that incorporates these strategies, in accordance with the terms of this agreement. USDOL funded projects must be implemented in accordance with international standards, even if the host-country government is not a party to those standards.

A. Program Requirements

1. Program Goals

The Grantee must implement the strategies and interventions as described in their application in response to SCA 13-XX, as modified by all applicable agreements reached during negotiations between the Grantor and the Grantee, to achieve the goals of the Grantor as listed in the SCA.

2. Project Implementation Requirements

The Grantee is responsible for adhering to all requirements as described in the FY2013 MPG and the Solicitation for Cooperative Agreement Applications (SCA 13-XX). These requirements include the following:

- Project Document
- Comprehensive Monitoring and Evaluation Plan/Performance Monitoring Plan
- Direct Beneficiary Monitoring System
- Baseline Survey and Endline Survey
- Safe and Healthy Learning Environments
- Sustainability Strategy

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- Government Subaward Matrix
- Technical Progress and Financial Reports
- Research

3. Coordination and Collaboration

In order to avoid duplication, enhance collaboration, expand impact, and develop synergies, the Grantee is expected to work cooperatively with government stakeholders at the national and/or local level, including the Ministries or Departments of Labor, Education, and other relevant government bodies in implementing project interventions.

The Grantee is also expected to work with, and for its project to complement, existing efforts of other key stakeholders, including (as applicable): international organizations; non-governmental organizations; national steering/advisory committees on child labor and education; faith and community-based organizations; trade unions, workers', employers' and teachers' organizations; private sector and industry; and children engaged in child labor and their families. The Grantee must coordinate with existing projects in the target country, particularly those funded by USDOL, including other child labor elimination projects. The Grantee is expected, when applicable, to coordinate with projects funded by other U.S. Government agencies, such the U.S. Agency for International Development, the U.S. Department of State's Office to Monitor and Combat Trafficking in Persons, and the U.S. Embassy in the target country.

4. Microfinance Services

Whether the Grantee provides microfinance services directly or refers project beneficiaries to such services, the Grantee must take steps to safeguard project beneficiaries (individuals or households) and ensure partnership with only responsible and appropriate microfinance institutions. The MPG discusses the necessary steps in detail.

B. Special Program Requirements

In addition to the program requirements outlined in this Cooperative Agreement and the MPG, the Grantee is subject to the administrative requirements and provisions outlined in the Solicitation for Cooperative Agreement Applications under which the project was awarded.

1. Country Presence

The Grantee must be formally recognized by the host government using the appropriate mechanism (*i.e.*, Memorandum of Understanding or local registration of the organization), within 60 days of signing the Cooperative Agreement, unless receiving prior approval of an extension on this deadline from the Grant Officer's Representative.

2. Key Personnel

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Individuals who have been designated as key personnel (*e.g.*, Project Director, Education Specialist, Livelihoods Specialist, and Monitoring and Evaluation Officer), must begin work on the project no later than 45 calendar days after Cooperative Agreement award. For technical assistance projects, all key personnel must allocate 100 percent of their time to the project and live in the target country. Key personnel positions may not be combined. The Grantee's Project Director must be employed by the Grantee. Other key personnel may be employed by the Grantee or a subrecipient.

The Grantee must inform the Grant Officer's Representative (GOR) in the event key personnel cannot continue to work on the project as planned. In such cases, the Grantee is expected to nominate, through the submission of a formal Project Revision, new personnel. The Grantee must obtain *prior* approval from the Grant Officer before any change to key personnel is formalized. If the Grantee is unable to propose a replacement for a key personnel position that both meets the requirements of the position as outlined in the Solicitation for Cooperative Agreement Applications and is acceptable to the Grant Officer, the Grant Officer reserves the right to terminate the Cooperative Agreement or disallow costs.

3. Program Income

Grantee activities that result in the generation of program income must conform to CFR Title 29 Part 95, including the following language in 29 CFR 95.24:

- (a) Except as provided in paragraph (e) of this section, program income earned during the project period shall be retained by the recipient and added to funds committed to the project by the Grantor and recipient, and used to further eligible project or program objectives.
- (b) Recipients shall have no obligation to the Federal Government regarding program income earned after the end of the project period.
- (c) Costs incident to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award.
- (d) Proceeds from the sale of property are not program income and shall be handled in accordance with the requirements of the Property Standards (See §§95.30 through 95.37).
- (e) Unless the Grantor's regulations or the terms and condition of the award provide otherwise, recipients shall have no obligation to the Federal Government with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an award. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research award.

This provision must be included in all subawards issued under this Cooperative Agreement.

4. Funds to Host Country Governments

USDOL funds are not intended to duplicate existing foreign government efforts or substitute for activities that are the responsibility of such governments. The Grantee may not provide any of the funds obligated under this Cooperative Agreement to a foreign government or entities that are agencies of, or operated by or for, a foreign state or government, ministries, officials, or political

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parties to carry out project activities. Exceptions may be made in cases where: (1) the Grantee has conducted a competitive procurement process to select the awardee and has determined that no other entity in the country is able to provide services or undertake project activities, (2) funding of such activities would not duplicate existing foreign government efforts or substitute for activities that are the responsibility of such governments; and (3) the Grantee has received prior USDOL approval.

5. Value Added Tax (VAT) Exemption

The Grantee and subrecipients shall make every effort to apply for and receive VAT exemption in the country or countries in which the project operates. The Grantee will report on the progress of its application for VAT exemption in its Technical Progress Reports. USDOL-funding cannot be used for VAT costs that were not included in the approved project budget.

6. Information Dissemination and Intellectual Property

The Grantee shall make select project materials and research outputs available to the public via the Grantee's web site or other means within 45 days of availability of project materials or completion of each output. At the same time, the Grantee will inform the GOR of the dissemination via email. Select materials and research outputs include but are not limited to 1) project abstracts; 2) baseline studies; and 3) rapid assessments.

The Grantee retains copyright ownership of works created or purchased with USDOL funds, however the Grantor reserves a royalty-free non-exclusive and irrevocable right to obtain, copy, publish, or otherwise use such works for Federal purposes and to authorize others to do so. *See* 29 CFR 95.36.

7. Implementation of the Federal Funding Accountability and Transparency Act

USDOL fund recipients are required to comply with the regulations implementing the Federal Funding Accountability and Transparency Act, Pub. L. 109-282. These requirements are found in Appendix A to 2 CFR Part 170 – Award term (located at Annex A of this Cooperative Agreement).

8. Transparency

The Grantor is committed to conducting a transparent grant award process and publicizing information about program outcomes. Posting grant applications on public web sites is a means of promoting and sharing innovative ideas. For this grant competition, we will publish the Executive Summary as required by this solicitation for all applications on the Department's web site or similar location. Additionally, we will publish a version of the Technical Proposal required by this solicitation, for all those applications that are awarded grants, on the Department's Web site or a similar location. No other parts of or attachments to the application will be published. The Technical Proposals and Executive Summaries will not be published until

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after the grants are awarded. In addition, information about grant progress and results may also be made publicly available.

The Grantor recognizes that grant applications sometimes contain information that an applicant may consider proprietary or business confidential information, or may contain personally identifiable information. Information is considered proprietary or confidential commercial/business information when it is not usually disclosed outside your organization and when its disclosure is likely to cause you substantial competitive harm. Personally identifiable information is information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records, or other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

Executive Summaries will be published in the form originally submitted, without any redactions. However, in order to ensure that confidential information is properly protected from disclosure when the Grantor posts the winning Technical Proposals, applicants whose technical proposals will be posted will be asked to submit a second redacted version of their Technical Proposal, with proprietary, confidential commercial/business, and personally identifiable information redacted. All non-public information about the applicant's staff should be removed as well. The Department will contact the applicants whose technical proposals will be published by letter or email, and provide further directions about how and when to submit the redacted version of the Technical Proposal. Submission of a redacted version of the Technical Proposal will constitute permission by the applicant for the Grantor to post that redacted version. If an applicant fails to provide a redacted version of the Technical Proposal, the Grantor will publish the original Technical Proposal in full, after redacting personally identifiable information. (Note that the original, unredacted version of the Technical Proposal will remain part of the complete application package, including an applicant's proprietary and confidential information and any personally identifiable information.)

Applicants are encouraged to maximize the grant application information that will be publicly disclosed, and to exercise restraint and redact only information that truly is proprietary, confidential commercial/business information, or capable of identifying a person. The redaction of entire pages or sections of the Technical Proposal is not appropriate, and will not be allowed, unless the entire portion merits such protection. Should a dispute arise about whether redactions are appropriate, the Grantor will follow the procedures outlined in the Department's Freedom of Information Act (FOIA) regulations (29 CFR part 70).

Redacted information in grant applications will be protected by the Grantor from public disclosure in accordance with federal law, including the Trade Secrets Act (18 U.S.C. § 1905), FOIA, and the Privacy Act (5 U.S.C. § 552a). If the Grantor receives a FOIA request for your application, the procedures in the Grantor's FOIA regulations for responding to requests for commercial/business information submitted to the government will be followed, as well as all FOIA exemptions and procedures. 29 CFR § 70.26. Consequently, it is possible that application of FOIA rules may result in release of information in response to a FOIA request that an

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applicant redacted in its “redacted copy.”

9. Project Audits and External Auditing Arrangements

U.S.-based non-profit Grantees whose total annual expenditure of Federal awards is more than USD 500,000 must have an organization-wide audit conducted in accordance with 29 CFR Parts 96 and 99, which codify the requirements of the Single Audit Act and OMB Circular A-133, and must comply with the timeframes established in those regulations for the submission of their audits to the Federal Audit Clearinghouse. Grantees must send a copy of each single audit conducted within the timeframe of the USDOL-funded project to their assigned GOR at the time it is submitted to the Federal Audit Clearinghouse.

In accordance with 29 CFR Parts 96 and 99, the Grantor has also contracted with an independent auditor to conduct project-specific attestation engagements at USDOL’s expense. All Grantees, including foreign-based and private for-profit grantees, are subject to attestation engagements during the life of the Cooperative Agreement and must cooperate with USDOL’s contract auditor if selected for examination. The attestation engagements will be conducted in accordance with U.S. *Government Auditing Standards*, and include the auditor’s opinions on 1) compliance with USDOL regulations and the provisions of the Cooperative Agreement and 2) the reliability of the Grantee’s financial and performance reports. For those Grantees that are subject to the requirements of the Single Audit Act, the attestation engagements will supplement, not duplicate, the coverage provided by the Single Audits. Grantees scheduled for examination by USDOL’s contractor will be notified approximately 2 to 4 weeks prior to the start of the engagement.

United Nations Organizations will be subject to project level audits conducted by their external auditors on financial reporting, compliance with U.S. Federal laws and USDOL regulations, and Government Performance and Results Modernization Act (GPMRA) performance data.

10. Inherently Religious Activities

The Grantee and subrecipients may work with and subaward with religious institutions; however, Federal funds provided under this USDOL-funded Cooperative Agreement may not be used for religious instruction, worship, prayer, proselytizing or other inherently religious activities, or the purchase of religious materials. Neutral, non-religious criteria that neither favor nor disfavor religion must be employed by the Grantee in the selection of subrecipients. This provision must be included in all subawards issued under this Cooperative Agreement.

Any inherently religious activities conducted by the Grantee must be clearly separated in time or physical space from activities funded by USDOL. Grantees must segregate from Federal and matching funds (neither of which may be used to fund inherently religious activities), and account for separately, any non-Federal and non-matching funds (or allocable portion of those funds) used for inherently religious activities.

Additionally, direct beneficiaries of the project must have a clear understanding that their

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enrollment in a USDOL-funded project is not conditioned on their participation in any religious activities. Direct beneficiaries must have a clear understanding that a decision not to participate in any inherently religious activity will in no way impact, or result in any negative consequences to their standing, participation in or receipt of benefits from a USDOL-funded project.

If the Grantee is unclear whether a given project activity may involve an inherently religious activity, the Grantee should consult with the Grantor prior to implementing the activity.

This provision must be included in all subawards issued under this Cooperative Agreement.

11. Lobbying and Fundraising

Funds provided by USDOL for project expenditures under this Cooperative Agreement may not be used with the intent to influence a member of the U.S. Congress, a member of any U.S. Congressional staff, or any official of any Federal, state, or local government in the United States (hereinafter “government official(s)”), to favor, adopt, or oppose, by vote or otherwise, any U.S. legislation, law, ratification, policy or appropriation, or to influence in any way the outcome of a political election in the United States, or to contribute to any political party or campaign in the United States, or for activities carried out for the purpose of supporting or knowingly preparing for such efforts. This includes awareness raising and advocacy activities that include fund-raising or lobbying of U.S. Federal, State, or Local Governments. (See OMB Circular A-122, as codified at 2 CFR Part 230). This does not include communications for the purpose of providing information about the Grantee or its subrecipients and their programs or activities, in response to a request by any government official, or for consideration or action on the merits of a Federally-sponsored agreement or relevant regulatory matter by a government official.

Grantees classified under revenue code as a 501(c)(4) entity [see 26 U.S.C. 501(c)(4)] may not engage in any lobbying activities. According to the Lobbying Disclosure Act of 1995, as codified at 2 U.S.C. 1611, an organization, as described in Section 501(c)(4) of the Internal Revenue Code of 1986, that engages in lobbying activities directed toward the U.S. Government is not eligible for the receipt of Federal funds constituting an award, grant, Cooperative Agreement, or loan.

12. Trafficking in Persons, Commercial Sex Acts, and Forced Labor

a. The following provisions are applicable to the Grantee, if it is a private entity:

1. The Grantee, its employees, subrecipients under this award, and subrecipients' employees may not i) engage in severe forms of trafficking in persons during the period of time that the award is in effect, ii) procure a commercial sex act during the period of time that the award is in effect; or iii) use forced labor in the performance of the award or subawards under the award.

2. The Grantor may unilaterally terminate this award, without penalty, if the Grantee or a subrecipient that is a private entity i) is determined to have violated a prohibition in paragraph I.B.4.a.1 of this award; or ii) has an employee who is determined by the agency

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official authorized to terminate the award to have violated a prohibition in paragraph I.B.4.a.1 of this award through conduct that is either associated with performance under this award; or imputed to the Grantee or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 29 CFR Part 98, "Governmentwide Debarment and Suspension (Nonprocurement)."

b. The following provision is applicable to the Grantee if it is other than a private entity:

1. The Grantor may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity i) is determined to have violated a prohibition in paragraph I.B.4.a.1 of this award; or ii) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph I.B.4.a.1 of this award through conduct that is either associated with performance under this award; or imputed to the Grantee or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 29 CFR Part 98, "Governmentwide Debarment and Suspension (Nonprocurement)."

c. The following provisions are applicable to the Grantee regardless of whether it is or is not a private entity:

1. The Grantee must inform the Grantor immediately of any information the Grantee receives from any source alleging a violation of a prohibition in paragraph I.B.4.a.1 of this award.
2. The Grantor's right to terminate unilaterally that is described in paragraph I.B.4.a.2 or b.1 of this award implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and is in addition to all other remedies for noncompliance that are available under this award.
3. The Grantee must include the requirements of paragraph I.B.4.a.1 of this award in any subaward it makes to a private entity using USDOL funds.

d. Definitions

For purposes of the above provisions:¹

"Employee" means either i) an individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or ii) an individual engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost-sharing or matching requirements.

"Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Private entity" i) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25 and ii) Includes a) a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25 (b) a

¹ See 2 CFR Part 175 and the Trafficking Victims Protection Act of 2000 (22 USC 7102).

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for-profit organization.

“Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 USC 7102).

13. Prostitution

The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. U.S. NGOs, corporations and their subrecipients cannot use funds provided by USDOL to lobby for, promote, or advocate the legalization or regulation of prostitution as a legitimate form of work. Foreign-based non-governmental organizations (NGO) and their funded entities that receive USDOL funds cannot lobby for, promote, or advocate the legalization or regulation of prostitution as a legitimate form of work while acting as a funded entity on a USDOL-funded project. It is the responsibility of the Grantee to ensure that all subrecipients meet these criteria.

This provision must be included in any applicable subaward² agreement that is awarded using USDOL funds, and the Grantee must obtain a written declaration to such an effect from the subrecipients concerned.

14. Terrorism

The Grantee is reminded that U.S. Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Grantee to ensure compliance with these Executive Orders and laws. It is the policy of the Grantor to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. The Grantee must check the following Web site to assess available information on parties that are excluded from receiving Federal financial and nonfinancial assistance and benefits. *See* <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>.

This provision must be included in all subawards and issued under this Cooperative Agreement.

II. PAYMENTS UNDER THE COOPERATIVE AGREEMENT

Advances/reimbursements must be drawn down by the Grantee through the Health and Human Services Payment Management System (HHS-PMS) via computer with SMARTLINK capability. When approved, requests for funds may be transferred electronically to the Grantee's financial institution as arranged with HHS. A revised direct deposit form must be submitted whenever there are changes in financial institutions and/or approved signatures.

² For the purposes of this Agreement, the term “subaward” includes the provision of USDOL funds under this Agreement by sub-contract, sub-grant or by other arrangement.

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- A. Advance payments are authorized provided that the financial management system of the Grantee meets the following requirements (as described in 29 CFR Part 95):
- 1) Accurate, current, and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in Section I.C. of this Cooperative Agreement. Though USDOL requires reporting on an accrual basis, the Grantee may not be required to establish an accrual accounting system. The Grantee may develop such accrual data for its reports on the basis of an analysis of the documentation on hand.
 - 2) Records that identify adequately the source and application of funds for Federally-sponsored activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
 - 3) Effective control over and accountability for all funds, property and other assets. The Grantee must adequately safeguard all such assets and assure they are used solely for authorized purposes.
 - 4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.
 - 5) Written procedures to minimize the time elapsing between the transfer of funds to the Grantee from the U.S. Treasury and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Grantee.
 - 6) Written procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.
 - 7) Accounting records including cost accounting records that are supported by source documentation.
- B. The amount of advances requested must be based on actual and immediate cash needs in order to minimize federal cash on hand in accordance with policies established in Treasury Department Circular 1075 and 29 CFR Part 95. In the event that the Grantee accrues interest above \$250 per year on funds from this Cooperative Agreement, such interest must be returned to the Grantor.
- C. The timing and amount of advances must be as close as administratively feasible to actual disbursements by the Grantee for all direct and allowable indirect program costs.

In addition, the Grantee may not exceed budget line-items outlined in SF 424 and SF 424A without prior approval by the Grant Officer, unless within acceptable parameters outlined by the MPG. In the case that a Grantee anticipates exceeding a budget line-item in an amount more than the acceptable parameters outlined by the MPG, a Project Revision request should be submitted

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to USDOL/ILAB following the guidelines in the MPG.

- D. The Grant Officer may, after providing due notice to the Grantee, discontinue the advance payment method and allow payments only by reimbursement, when a Grantee receiving advance payments demonstrates unwillingness or inability to establish procedures to minimize the time elapsing between the receipt of the cash advance and the disbursement thereof. *See* 29 CFR 95.22(f).
- E. Please note that the funds under this agreement expire on September 30, 2018 and all drawdowns for funds expended under this agreement must be completed before that time.

III. COOPERATIVE AGREEMENT ADMINISTRATION

A. Grant Officer's Representative (GOR)

XXName of GOR, Tel. 202-693-XXXX, Email: XX @dol.gov, and XXSecondGOR, Tel. 202-693-XXXX, Email: XX@dol.gov, shall serve as the GOR and will monitor performance by the Grantee. The GOR is authorized to approve:

- Technical matters not involving a change in the scope, cost, or conditions of this effort.
- Technical and financial progress reports, and the performance monitoring plan.

The GOR is authorized to review and recommend approval of requests for payment.

The GOR is not authorized to direct any action that results in a change in scope, cost, terms or conditions of this Cooperative Agreement.

B. Grant Officer

Requests for actions requiring Grant Officer approval, such as requests for budget revisions, modifications, and purchases of equipment and capital expenditures, shall be submitted by the Grantee to the GOR, who shall include recommendations with the request and forward them both to the Grant Officer.

IV. ACKNOWLEDGMENT OF THE GRANTOR'S ROLE

Unless otherwise agreed upon by the Grantor and the Grantee, all publicly disseminated print or electronic materials prepared with USDOL/ILAB Cooperative Agreement funds must contain an acknowledgment of such funding through the following language: **"Funding provided by the United States Department of Labor under Cooperative Agreement number IL- XX. These statements do not necessarily reflect the views or policies of United States Department of Labor, nor does mention of trade names, commercial products, or organizations imply endorsement by the United States Government."**

Prior to using the USDOL seal, the Grantee must submit a request to the Grantor and receive written permission for the specific use of the seal from the Grantor. The Grantor will consider

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requests from the Grantee to apply the seal to USDOL-funded material prepared for world-wide distribution, including posters, videos, pamphlets, research documents, national survey results, impact evaluations, best practice reports, and other publications of global interest. The Grantee must obtain written Grantor approval on whether the seal may be used on any such items prior to final draft or final preparation for distribution.

V. SUBAWARDS

Subawards awarded after the Cooperative Agreement is signed, and not proposed in the application, must be awarded through a formal competitive bidding process. See 29 CFR 95.40-48; General Provisions Sec. XX (below). Subawards are subject to audit, in accordance with the requirements of 29 CFR 95.26(d).

The debarment and suspension rule, as outlined in 29 CFR 95.13 and 29 CFR Part 98, applies to all subawards issued under the Cooperative Agreement. The Grantee is responsible for ensuring that all subrecipients are eligible for participation in Federal assistance programs. The Grantee must check the following Web site to assess available information on parties that are excluded from receiving Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404: <http://www.epls.gov/>.

VI. INDIRECT CHARGES

A. Indirect Cost Rate Agreements

This clause is applicable to all organizations (non-profit, for-profit commercial organizations, international organizations, and State and local organizations, etc.) receiving this Federal cost reimbursable cooperative agreement.

According to Federal regulations, indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Indirect cost charges should be based on allowable, allocable, and reasonable costs based on the applicable cost principles.³ For more information about indirect costs, please see the Indirect Cost Form, available at <http://www.dol.gov/ilab/grants/SGAguidelines.htm>.

Indirect cost support is validated using a federally approved Negotiated Indirect Cost Rate Agreement (NICRA). The NICRA is issued by the Federal Cognizant Agency (FCA), typically the agency providing the preponderance of direct federal funds to the organization. The NICRAs are based on annual indirect cost proposal submissions due six months after the end of the organization's fiscal year. These annual submissions must be submitted to FCA for the life of the

³ OMB Circular A-122, as codified at 2 CFR Part 230, for non-profit organizations or OMB Circular A-87, as codified at 2 CFR Part 225, for State and local organizations; and OMB Circular A-21 for Educational Institutions. These cost principles are available at <http://www.whitehouse.gov/omb/circulars/index.html>. Federal Acquisition Regulations, 48 CFR Part 31, for for-profit organizations are available at: <http://www.arnet.gov/far/>.

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grant.

Those entities with no approved or current indirect cost rates must submit indirect cost proposals within 90 days of the grant award to the FCA. If USDOL is the FCA, please contact Victor M. Lopez, Chief, Division of Cost Determination (DCD) at 202-693-4106 for more information on the review and approval process for indirect cost rates. DCD's main phone number is 202-693-4100. For more information, visit DCD's Web site at <http://www.dol.gov/oasam/boc/dcd/>.

B. Indirect Cost Rate for the Cooperative Agreement

1. Temporary Billing Rates – Applicable to those organizations with no approved or current NICRAs claiming reimbursement of indirect costs:

Based on the Grant Officer or their representative's review, the following "temporary billing rate" (TBR) is established for 90 days: XX % using XX as the allocation base.

2. Indirect cost ceilings applicable to those organizations with an approved, current, NICRA claiming reimbursement of indirect costs

An indirect cost rate ceiling of XX %, based on XX, has been applied under this agreement based on the Grantee's budget and written documentation received. If a ceiling indirect cost amount was established, instead, indicate ceiling amount here: \$ XX.

**GENERAL PROVISIONS
GRANTS AND COOPERATIVE AGREEMENTS**

I. ADMINISTRATIVE PROVISIONS

This Cooperative Agreement is subject to all relevant federal laws and regulations, including the following administrative standards and provisions outlined in the Code of Federal Regulations (CFR) that pertain to the USDOL, and any other applicable standards that come into effect during the term of the Cooperative Agreement, if applicable to a particular Association (Note: the “Cooperative Agreement” award may be referred to as either “grant” or “Cooperative Agreement”).):

- A. 29 CFR Part 2 Subpart D - Equal Treatment in Department of Labor Programs for Religious Organizations; Protection of Religious Liberty of Department of Labor Social Service Providers and Beneficiaries.
- B. 29 CFR Part 31 - Nondiscrimination In Federally Assisted Programs of the Department of Labor-- Effectuation of Title VI of the Civil Rights Act of 1964.
- C. 29 CFR Part 32 - Nondiscrimination on the Basis of Handicap In Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- D. 29 CFR Part 33 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Labor.
- E. 29 CFR Part 35 - Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance from the Department of Labor.
- F. 29 CFR Part 36 - Federal Standards for Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance.
- G. 29 CFR Part 93 - New Restrictions on Lobbying.
- H. 29 CFR Part 94 - Federal Standards for Government-wide Requirements for Drug-Free Workplace (Federal Assistance).
- I. 29 CFR Part 95 - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, and with Commercial Organizations, Foreign Governments, Organizations Under the Jurisdiction of Foreign Governments and International Organizations.
- J. 29 CFR Part 96 - Federal Standards for Audit of Federally Funded Grants, Contracts and Agreements.
- K. 29 CFR Part 98 - Federal Standards for Government-wide Debarment and Suspension (Non-procurement).
- L. 29 CFR Part 99 - Federal Standards for Audits of States, Local Governments, and Non-Profit Organizations.
- M. 2 CFR Part 170, Appendix A - Federal Funding Accountability and Transparency Act, Pub. L. 109-282, see also Annex A of this Cooperative Agreement.

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N. 2 CFR Part 175 – Award Term for Trafficking in Persons, and the Trafficking Victims Protection Act of 2000 (22 USC 7102).

II. MODIFICATIONS TO THE COOPERATIVE AGREEMENT

A. Unilateral Modifications by Grant Officer

The Grant Officer may unilaterally modify this Cooperative Agreement in writing whenever there has been a change in any Federal statute, regulation, Executive Order, or other Federal law, which USDOL determines is relevant to the financial assistance provided under the Cooperative Agreement.

B. Cooperative Agreement Changes Requiring Grant Officer Approval

29 CFR Part 95 sets forth requirements for obtaining Grant Officer approval for deviations from the Cooperative Agreement objectives, scope, or budget. Expenditures requiring prior written approval are found in the applicable Federal Cost Principles listed in Section III of these General Provisions and in the 2013 MPG.

III. ALLOWABLE COSTS

Payment up to the amount specified in the Cooperative Agreement shall be made only for allowable, allocable, and reasonable costs actually incurred in conducting the work under the Cooperative Agreement. The determination of allowable costs shall be made in accordance with the following applicable Federal Cost Principles:

Non-profit Organizations - OMB Circular A-122, as codified at 2 CFR Part 230

State and Local Governments - OMB Circular A-87, as codified at 2 CFR Part 225

Educational Institutions and Hospitals - OMB Circular A-21, as codified at 2 CFR Part 220

Profit-making Commercial Firms - Federal Acquisition Regulation (FAR), 48 CFR Part 31

IV. COMPETITIVE PROCUREMENT

The Grantee should use competition, to the maximum extent possible, when awarding subawards. In addition, the Grantee must give the Grantor its procurement documentation, upon request, when making a non-competitive award over the “simplified acquisition threshold,” of USD 100,000, *see* 29 CFR 95.44(e).

V. PROPERTY ACQUISITION AND MANAGEMENT

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29 CFR Part 95 must be followed in the acquisition of, accounting for, and disposition of property.

VI. COOPERATIVE AGREEMENT CLOSEOUT PROCEDURES

A. Definitions

1. Cooperative Agreement closeout. The closeout of a Cooperative Agreement is the process by which a Federal grantor agency determines that all applicable administrative actions and all required work of the Cooperative Agreement have been completed by the Grantee and the Grantor.
2. Disallowed costs. Disallowed costs are those charges to a Cooperative Agreement that the grantor agency or its representative determines to be unallowable in accordance with the applicable Federal Cost Principles or other conditions contained in the Cooperative Agreement.

B. Closeout Procedures

Cooperative Agreements must be closed out in accordance with the following procedures:

1. The Grantee must account for any property acquired with Cooperative Agreement funds, or received from the Government in accordance with the provisions of 29 CFR Part 95. No later than the 120 days before the completion of the project, the Grantee should submit a Government Property Inventory Disposition Request for all real property, equipment, and intangible property, and an inventory list of supplies, if unused supplies exceed USD 5,000 in total aggregate value at the time of closeout.
2. The Grantee must immediately refund to the Grantor any balance of unobligated (unencumbered) cash advanced to the Grantee that is not authorized to be retained by the Grantee for use on other grants or Cooperative Agreements.
3. Within 90 days after completion of the Cooperative Agreement period, the Grantee shall submit a Final Technical Report, Financial Status Report, Final FFR/SF-425, a copy of the approved Government Property Inventory Disposition Request. The Grant Officer may authorize extensions when requested by the Grantee.
4. The Grant Officer must make a settlement for any upward or downward adjustments to the Federal share of costs after these reports are received.
5. In the case of Cooperative Agreements that include match/in-kind contributions, the Grantee has a legal requirement to provide the total amount of match/in-kind contribution indicated on the face sheet of the agreement, as amended. Failure to provide this level of match/in-kind contribution shall result in the disallowance of all or part of otherwise allowable Federal

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share costs, equal to the total match/in-kind share committed to, less the share actually provided.

6. In the event a final audit has not been performed prior to the closeout of the Cooperative Agreement, the Grantor shall retain the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.
7. Final closeout of the Cooperative Agreement is not affected when a provisional NICRA exists at the time of closeout, in accordance with the provisions of 29 CFR Part 95.72 (a) (1).

VII. TERMINATION

Please refer to 29 CFR 95.60 – 95.62.

VIII. ENCUMBRANCE OF COOPERATIVE AGREEMENT FUNDS

Cooperative Agreement funds may not be encumbered or obligated by the Grantee prior to or after the Cooperative Agreement period. Encumbrances or obligations outstanding as of the end of the Cooperative Agreement period may be liquidated (paid out) after the end of the Cooperative Agreement period. Such encumbrances or obligations shall involve only specified commitments for which a need existed during the Cooperative Agreement period and that are supported by approved contracts, purchase orders, requisitions, invoices, bills, or other evidence of liability consistent with the Grantee's purchasing procedures and incurred within the Cooperative Agreement period. All encumbrances/obligations incurred during the Cooperative Agreement period shall be liquidated no later than 90 days after the end of the Cooperative Agreement period or prior to the expiration of the Cooperative Agreement funds, whichever is sooner.

IX. SITE VISITS

The Grantor, through its authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments, financial and performance records, fiscal and administrative control systems and to provide such technical assistance as may be required. The Grantor intends to make every effort to notify the Grantee at least two weeks in advance of any trip to the USDOL-funded project site. If the Grantor makes any site visit on the premises of a Grantee or a subrecipient(s) under the Cooperative Agreement, the Grantee must provide and must require its subrecipients to provide, all reasonable facilities and assistance for the safety and convenience of government officials in the performance of their duties. All site visits and evaluations are expected to be performed in a manner designed to not unduly delay the implementation of the project.

X. ORDER OF PRECEDENCE

In the event of any inconsistency between any provisions of this Cooperative Agreement, the following order of precedence shall apply:

- A. Special Provisions
- B. FY2013 Management Procedures and Guidelines under USDOL Office of Child Labor, Forced Labor, and Human Trafficking Cooperative Agreements
- C. General Provisions
- D. Grantee's Application for Federal Assistance, SF 424 and SF 424A
- E. The Grantee's proposal in response to SCA 13- XX as amended through negotiation on XXMonth Day, 2013.
- F. Solicitation of Cooperative Agreement Applications (13-XX) dated XXMonth Day, 2013

Annex A

2 CFR 170
Appendix A to Part 170 – Award term

Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111–5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

- i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

- i. the total Federal funding authorized to date under this award is \$25,000 or more;
- ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at <http://www.ccr.gov>.

- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions. For purposes of this award term:*

1. *Entity* means all of the following, as defined in 2 CFR part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;

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v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward*:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. *Salary and bonus*.

ii. *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified*.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.